

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 54		
2. CONTRACT NO.		3. SOLICITATION NO. N65540-06-R-0021		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Sep 2006		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK DOROTHY JONES, CODE 3352 DOROTHY.JONES1@NAVY.MIL 5001 SOUTH BROAD STREET PHILADELPHIA PA 19112-1403 TEL: 215-897-1712 FAX: 215-897-7994				CODE N65540		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:30 PM</u> local time <u>23 Oct 2006</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			4 - 14	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			15	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			16 - 17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			18 - 19					
X	G	CONTRACT ADMINISTRATION DATA			20	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			21 - 22	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	First Article Test Unit In accordance with Section C, Paragraph 3.1	1	Each		
0002	First Article Test Unit In accordance with Section C, Paragraph 3.1	1	Each		
0003	Programmable Logic Controller (PLC) Based Controller for Dresser-Rand 5-Stage Non-Lubricated High Pressure Air Compressors (HPAC) in accordance with Section C. To be ordered within 365 days after date of contract.	40	Each		
0004	Programmable Logic Controller (PLC) Based Controller for Dresser-Rand 5-Stage Non-Lubricated High Pressure Air Compressors (HPAC) in accordance with Section C. To be ordered within 366 to 730 days after date of contract.	40	Each		
0005	Programmable Logic Controller (PLC) Based Controller for Dresser-Rand 5-Stage Non-Lubricated High Pressure Air Compressors (HPAC) in accordance with Section C. To be ordered within 731 to 1095 days after date of contract.	40	Each		
0006	Programmable Logic Controller (PLC) Based Controller for Dresser-Rand 5-Stage Non-Lubricated High Pressure Air Compressors (HPAC) in accordance with Section C. To be ordered within 1096 to 1460 days after date of contract.	40	Each		
0007	Programmable Logic Controller (PLC) Based Controller for Dresser-Rand 5-Stage Non-Lubricated High Pressure Air Compressors (HPAC) in accordance with Section C. To be ordered within 1461 to 1825 days after date of contract.	38	Each		
0008	Technical Data In accordance with Contract Data Requirements List, DD Form 1423s (A001 through A006)	1	Lot		
0009	Software Code - In accordance with Section C and Contract Data Requirements List, DD Form 1423 (A007).	1	Lot		

TOTAL CONTRACT AMOUNT

NOTES:

This is a Firm-Fixed Price, Indefinite-Delivery Indefinite-Quantity contract that provides for the issuance of delivery orders during the period of contract award through sixty (60) months thereafter.

MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of FAR Clause 52.216-22, entitled “Indefinite Quantity” of this solicitation, the contract minimum quantity is for two Programmable Logic Controllers (PLCs) covered by Item 0001; the maximum quantity is the evaluation prices for all Contract Line Items.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

**PROGRAMMABLE LOGIC CONTROLLER (PLC) BASED CONTROL
SYSTEM FOR DRESSER-RAND 5-STAGE NON-LUBRICATED
HIGH PRESSURE AIR COMPRESSORS (HPAC)**

1.0 SCOPE

This specification contains requirements for a Programmable Logic Controller (PLC) Based Control System for use on all Dresser-Rand 5-stage non-lubricated High Pressure Air Compressors (HPAC). The PLC shall be a replacement for the existing electromechanical controller currently being used on this family of compressors.

2.0 APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in section 3, 4 or 5 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements of documents cited in section 3, 4, or 5 of this specification, whether or not they are listed.

2.2 Government documents.

2.2.1 Specifications and standards. The following specifications, and standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents shall be those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) specified in the solicitation.

SPECIFICATIONS**MILITARY**

MIL-S-901D - Shock Tests, High Impact, Shipboard Machinery, Equipment and Systems, Requirements for

MIL-DTL-2212 - Contactors and Controllers, Electric Motor AC or DC, and associated switching devices

MIL-E-2036 - Enclosure for Electrical and Electronic Equipment, Naval Shipboard Naval Shipboard

MIL-DTL-5015H – Connectors, Electrical, Circular Threaded, AN Type, General Specification for

FEDERAL

FED-STD-595/26037 Gray, Semi-gloss

DEPARTMENT OF DEFENSE STANDARDS

MIL-STD-167-1 - Mechanical Vibrations of Shipboard Equipment (Type I - Environmental)

MIL-STD-461E - Requirements for the Control of Electromagnetic Interface — Characteristics of Subsystems and Equipment

DOD-STD-1399 - Interface Standard for Shipboard Systems Electric Power, Alternating Current. (metric)

TECHNICAL MANUALS

NAVSEA S6220-CL-MMO-010 - Compressor, Air, High Pressure, Oil Free Model N20NL-7E

NAVSEA S6220-BH-MMA-010 - Compressor, Air High Pressure, Oil Free Model N20NL-11A

NAVSEA S6220-A1-MMO-010 - Compressor, Air, High Pressure, Oil Free Model N20NL-10

NAVSEA S6220-BJ-MMA-010 – Compressor, Air High Pressure, Oil Free Model 13/20NL20 & 13/20NL13

2.2.2 Other Government Documents

NAVSEA Technical Publication S9074-AR-GIB-010/278, 1 Aug 95, Requirements for Fabrication Welding and Inspection, and Casting Inspection and Repair for Machinery, piping and Pressure Vessels.

2.3 Non-Government Publications. The following documents form a part of this specification to the extent specified herein. Unless otherwise indicated, the issue in effect on the date of invitation for bids or request for proposals shall apply.

INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS

IEEE 802.3 - Information Technology - Telecommunications and Information Exchange between systems - LAN/MAN Specific Requirements - Part 3: Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications

IEEE C95.1 - IEEE Standard for Safety Levels with Respect to Human Exposure To Radio Frequency and Electromagnetic Fields, 3kHz to 300GH

(Applications for copies are available from IEEE Service Center, 445 Hoes Lane, Piscataway, NJ 08855-1331 or <https://www.ieee.org>.)

INTERNATIONAL ELECTROTECHNICAL COMMISSION

IEC 61131-2 - Programmable Controllers - Part 2: Equipment Requirements and Tests

IEC 61131-3 - Programmable Controllers - Part 3: Programmable Languages

(Applications for copies are available from the IEC, UBS SA, 1201 Geneva, Switzerland or <https://www.iec.ch>.)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

ICS 2 - Industrial Control and Systems: Controllers, Contactors and Overload Relays, Rated not more than 2000 volts AC or 750 Volts DC

250 - Enclosures for Electrical Equipment (1000 Volts Maximum)

(Applications for copies should be addressed to the National Electrical Manufacturing Association, 2101 L Street, NW Suite 300, Washington, D.C. 20037 or <https://www.nema.org>.)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D3951 - Standard Practice for Commercial Packaging.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI/USPRO/IPO 100-1993 - IGES Graphics format, Requirements for

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME Y14.100M - Engineering Drawing practices

2.4 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3.0 Technical Specification

3.1 First Article. Samples shall be subjected to first article inspection in accordance with 3.6. The first article shall consist of two units if shock and vibration waivers cannot be obtained. If shock and vibration waivers can be obtained, then only one unit will be required.

3.2 First Article Tests. First Article Inspection shall consist of the examination and tests specified herein and shall be conducted in the following order:

- (a) Visual and dimensional examination
- (b) Performance test
- (c) Shock test
- (d) Vibration test
- (e) EMI test

3.2.1 Visual and Dimensional Examination. Each PLC shall be examined to determine conformance to this specification. Equipment shall be surface examined including visual examination for defects, workmanship, dimensions and any other requirements not involving tests.

3.2.2 Performance Test. The performance test will be accomplished by the contractor as follows:

3.2.2.1 Test Conditions. The first article unit shall be tested attached to a D-R non-lubricated, 5-stage HPAC. The air compressor will be run in the following configurations:

- Cyclic Loading for three hours (alternating 20 on, 20 minutes off)
- Loaded for one hour

During these tests, the following parameters will be measured every 15 minutes:

- Shipboard Air Pressure
- Sea Water Inlet Pressure
- Sea Water Outlet Pressure
- Sea Water Inlet Temperature
- Sea Water Outlet Temperature
- Fresh Water Temperature
- Discharge Air Pressure for each of five compression stages
- Discharge Air Temperature for each of five compression stages
- Final Air Discharge Temperature
- Lube Oil Temperature
- Lube Oil Pressure
- Condensate drain events

Upon completion of above tests, the following demonstrations will be completed with the HPAC operating fully loaded:

- (a) High temperature shutdown - demonstrate on at least three different parameters.
- (b) Low Oil Pressure shutdown
- (c) Condensate Drain Failure

3.2.2.2 Acceptance criteria. The first article unit shall be considered to have passed the performance test if the following criteria are met at all times during the test:

- (a) The compressor stays on line or trips off line for reasons other than the PLC
- (b) The tests can all be accomplished using the PLC only.
- (c) There are no relevant failures (see 3.2.7)

3.2.2.3 Inclined Operation. The first article test unit shall be tested for compliance with required inclined operation. The compressor shall be operated at rated load for not less than 30 minutes with the base tilted 15 degrees in each of the four cardinal Positions; right, left, front; rear. During the progress of these tests, there shall be no excessive heating of any parts.

3.2.3 Shock Test. The first article unit shall be subjected to the type A, high-impact shock tests specified for Grade A, Class I equipment in accordance with MIL-S-901D. The PLC/HPAC assembly shall also meet the requirements for Grade A, Class I equipment in accordance with MIL-S-901D by either a new shock test or by an approved shock extension calculation.

3.2.4 Vibration Test. The first article unit shall be subjected to test resistance to vibration in accordance with type I of MIL-STD-167-I. Vibration test procedures and testing report shall be prepared.

3.2.5 Electromagnetic Interference. The PLC system shall meet EMI requirements when tested in accordance with MIL-STD-461E.

3.2.6 Evaluation of Failures. A failure shall be defined as any hardware malfunction, which precipitates automatic or manual shutdown of the compressor or the PLC itself. Failures will be classified as either “relevant” or “non-relevant”.

3.2.7 Relevant Failures. Relevant failures are caused by:

- (a) PLC design defects
- (b) PLC manufacturing defects
- (c) Software errors or deficiencies
- (d) Parts defects
- (e) Unknowns
- (f) All other causes not specifically listed as non-relevant

3.2.8 Non-relevant Failures. Non-Relevant Failures are caused by:

- (a) Mishandling or improper storage or installation
- (b) Operator or procedural error
- (c) External test equipment or facility failure
- (d) Drawing, technical manual or other documentation errors, providing the correction is shown to eliminate future similar failures (This not be construed to include design errors.)
- (e) Failures of a multiple, simultaneous or immediately sequential nature (Only the initial failure shall be counted in such cases.)
- (f) Direct result of relevant or non-relevant failure of another item of equipment.
- (g) Improper maintenance
- (h) Foreign object damage

3.2.9 Allowable Correction Action

3.2.9.1 Relevant Failure. - Failures shall be identified and fully documented as to part affected, mode of failure, cause of failure, and result of failure. Upon identification of a relevant failure, the Government shall take one of the three following corrective actions:

- (a) Replace the failed component(s) and continue the test at the point it was prematurely terminated.
- (b) Replace the failed component(s) and restart the test from the beginning.
- (c) Postpone the continuation of the test pending correction of the identified defect.

3.2.9.2 Non-relevant Failures. Damaged components resulting from non-relevant failures shall be identified and replaced. The test shall be continued from the point of termination provided continuation poses no safety hazards. The failure and all corrective actions shall be fully documented.

3.3 First Article Inspection

3.3.1 First Article testing is accomplished to ensure the PLC complies with the requirements of the specification.

3.3.2 Units submitted for First Article testing shall be standard production models.

3.3.3 Reports documenting the results of all first article testing shall be submitted to NSWCCD-SSES Code 9214 for approval.

3.4 General Description. The current Dresser-Rand 5-stage non-lubricated HPACs are controlled by a combination of an electro-mechanical motor controller, temperature monitor and condensate drain monitors with associated Resistance Temperature Devices (RTDs), pressure switches, level sensors, and relays. The EPAC PLC shall replace existing control systems while performing all of the current functions as well as added capability:

3.4.1 Current

3.4.1.1 The Monitoring of pressures and temperatures:

- Discharge Air Pressure for each of five compression stages
- Discharge Air Temperature for each of five compression stages
- Shipboard Air Pressure
- Sea Water Inlet Pressure
- Sea Water Outlet Pressure
- Sea Water Inlet Temperature
- Sea Water Outlet Temperature
- Fresh Water Temperature
- Final Air Discharge Temperature
- Lube Oil Temperature
- Lube Oil Pressure
- Condensate drain events

3.4.1.2 Control

- Start/Stop the HPAC in expanded range (MACHALT 411 - Cut-in at 2500 psig and cut-out at 3000 psig)
- Condensate drain (open and close drain solenoid valves at timed intervals to insure that all condensate collected in the inter-stage separators is drained and does not carry over into downstream compression cylinders)

3.4.1.3 Safety

- All current temp and pressure shutdowns
- Condensate drain failure (provide a shutdown if condensate drainage as described above does not occur)

3.4.1.4 Qualification

- Shock/Vibe/EMI extension to all D-R 5-stage non-lubricated HPACs

3.4.2 Expanded Capability

3.4.2.1 Diagnostics/prognostics

- Diagnostics relating failure modes to the associated corrective action described in the HPAC Technical Manual.
- Cycle time - record the time of a compressor start and the corresponding system pressure at the time of the start; record the time of a compressor shutdown and the corresponding system pressure at the time of the shutdown.

3.4.3 Physical Parameters. The PLC-based Control System shall not cause the HPAC to exceed the dimensions, maintenance clearances or weight of the present configuration.

3.4.4 Materials. Materials of construction shall be corrosion resistant in a marine environment. Critical parts shall be made of corrosion-resistant materials such as corrosion-resistant steel, corrosion-resistant nickel-copper aluminum alloy, nickel-copper alloy, bronze or equivalent alloys. Cast iron shall not be used for any components.

3.4.5 Included Parts. The controller shall be supplied with a Central Processing Unit (CPU), Human Machine Interface (HMI), inputs, outputs, network interface(s), memory, power supply, power and interface cables, and software necessary to function with existing D-R 5-stage non-lubricated HPACs.

3.4.6 Design. The PLC shall be designed to allow an easy interface to existing systems. The PLC design shall allow for expansion of the system by the addition of hardware and/or user software.

3.5 Program Requirements. The PLC shall be programmed to include functionality for controlling, alarming, and data storage (alarms and data). Data values shall be scaled in standard U.S. engineering units (PSI, Deg F, Gallons, Pounds, Feet/Inches etc.) in the PLC throughout the program, and made available to the operator interface and network as such. The PLC shall detect and record alarm conditions and shutdown data (i.e. overpressure conditions, controller memory faults, controller execution faults, high temperature and high pressure) for failure analysis. The failure data (time and date of system failure/shutdown as well as vital information on temperature, pressure and tank levels) shall be available for downloading.

3.5.1 Inputs/Outputs (I/O). The controller shall have sufficient I/O capability to input all process variables required for safe operation and output all manipulated variables required to completely and safely control D-R 5-stage non-lubricating HPACs.

3.5.2 Network. The PLC shall be provided with network interfaces in the form of a Mil-Spec 5-pin Ethernet connection or a category 5 Ethernet connector. Communication with a network should be via a TCP/IP protocol.

3.5.3 Memory. The PLC shall be equipped with sufficient memory to perform all of the above functions and have at least 50 % excess capacity. The PLC's microprocessor shall operate the HPAC, store pertinent data and transmit data to a graphical display via the computer. Trend and storage requirements are:

3.5.3.1 Storage of HPAC failure data for a minimum of 60 days.

3.5.3.2 "Alarm History" storing of the last 50 alarm events.

3.5.3.3 Record of all trend data for the last 25 minutes of HPAC operation with data taken a minimum of every minute.

3.5.3.4 Record of all trend data for the last 25 hours of operation taken whenever the unit has operated for more than 20 minutes continuously.

3.5.3.5 Trend of all performance data for the last 25 days of operation with each parameter being the average of the previous 24-hour operational period.

3.5.3.6 The PLC processor shall have a Flash EPROM (Flash Erasable Programmable Read Only Memory) installed on the processor which backs up the entire PLC processor program. This EPROM shall be able to be transferred from one PLC processor to another and automatically transfer the PLC program in the event of a processor failure.

3.5.4 Programming interface. The PLC shall be equipped with a local programming interface for a standard laptop computer using programming software licensed to the U.S. Navy. Software shall conform to requirements detailed in paragraph 3.5.7. The controller shall be programmed for data acquisition from pressure and temperature transducers and switches, differential pressure transducers, analog inputs and outputs and any other pertinent data points. The PLC shall input system parameters and shall use this data to provide operator prompting for system start up, operation and shutdown via a PC computer interface.

3.5.5 Power Supply. The power to the controller, computer and graphics display shall be obtained from the HPAC's existing motor controller or a High Voltage Enclosure supplied with the PLC. It is not necessary for the PLC to have an Uninterruptible Power Supply (UPS).

3.5.6 Human Machine Interface (HMI). The PLC shall be equipped with a direct interface to a programmable HMI display. The HMI shall be a flat panel, touch screen display with programmable screen views. The HMI shall contain graphical (programmable) pushbuttons and data displays as required for an operator to start, stop, manually control and view all processes required for safe HPAC operation. The HMI shall have separate screen views for alarming, trending, operator control, and process monitoring of the HPAC. The PLC shall be capable of accepting input from the operator to allow for emergency operation. The operator shall be able to monitor and modify maintenance requirement messages, access troubleshooting test functions, and monitor alarm set points and incident histories. The controller shall also be capable of interfacing with a computer and a touch screen display to enable transmission of real time data when prompted. The data recorder shall be able to download and record information from the controller processor via a suitable and portable communication interface (i.e. an RS-232 port).

3.5.6.1 Operator Screen View. The operator screen view shall provide a means for the operator to control the HPAC. The HMI screen shall be a Liquid Crystal Display (LCD) touch screen a minimum of 4.75 in high by 2.38 inches wide, backlit using an LED bar with resolution of 256 x 128. The panel shall have a minimum of 170K application runtime memory and 240K flash memory.

3.5.6.2 The HMI display shall have a slot to accept an ATA PC Flash memory card. The slot shall be easily accessible from outside or inside the control enclosure without the removal of any surrounding equipment. The HMI display shall have an built in interface to easily back up the HMI software and configuration settings to the flash card and reinstall the software to the HMI from the flash card.

3.5.6.3 Alarm Screen View. The alarm screen view shall provide a display of all relevant alarm conditions

associated with the HPAC. The alarm screen shall provide a means for the operator to acknowledge and clear alarm conditions as appropriate.

3.5.6.4 Trend Screen View. The Trend screen view shall provide a means to view several processes in real-time as well as the trend data outlined in paragraph 3.5.3.

3.5.6.5 Process Monitoring Screen View. The process monitoring screen view shall provide a graphical view of the most relevant process variable to provide the operator a quick view of the HPAC operation. It shall contain only the most relevant parameters (levels, pressures, temperatures) needed to assess operation. Secondary level graphical views may be provided for display of additional detailed data parameters.

3.5.7 PLC/PC Software Development and Documentation. All software (PLC and PC) shall be developed in compliance with IEEE/EIS 12207. If commercially available software meets all requirements specified herein, compliance to IEEE/EIS 12207 is not required. This would only be allowed if the commercially available software is utilized "as is" and NO software changes are required. Compliance to IEEE 12207 requires that all software development shall be planned, managed and documented appropriately throughout the software development lifecycle. Those requirements of IEEE/EIS 12207 that are to be adhered to during the software development lifecycle shall be identified in the Statement Of Work (SOW) Contract Deliverable Requirements Lists (CDRLs) and the associated Data Information Descriptions (DIDs). All developed software must have defined software requirements that are traceable from design to code and test. All software requirements must be consistent, feasible and verifiable. All developed software executables, source code, and documentation shall be the property of the US Navy. The software shall NOT be considered proprietary. If passwords or other security measures are employed, those passwords, security measures and codes shall be delivered with the PLC. Commercially available software for PC and PLC communication can be used to enable the prompts/interactions stated herein. If this option is pursued, the government shall be supplied with all rights and licensing agreements for use of said software. A separate Software Licensing Agreement will be signed by both parties (government and supplier) upon award of this contract. All embedded software shall not be susceptible to potential viruses when using communication ports specified herein.

3.5.8 Logic Function. The internal wiring of the controller shall be fixed, and all logic functions that shall be performed in a given application shall be programmed into its memory.

3.5.9 Duty. The PLC shall operate for a continuous duty.

3.5.10 Cooling. All system modules shall provide free airflow convection cooling. No internal fans or other means of cooling, except heat sinks, shall be permitted.

3.6 Performance Requirements

3.6.1 PLC Enclosure. The PLC enclosure shall be built to comply with NEMA 4 specifications with the ability to operate at an ambient temperature of 0 to 125 degrees Fahrenheit and Relative Humidity (R.H.) of 0-95% and withstand a storage ambient temperature of -40 to 150 degrees Fahrenheit and 0-95% R.H.

3.6.2 Shock. The PLC shall withstand the shock conditions specified for Grade A, Class I equipment of MIL-S-901D. In addition to the PLC itself passing the requirements of MIL-S-901D, it must also be demonstrated that the HPAC assembly with the PLC installed will meet the requirements of MIL-S-901D. This should be accomplished by either performance of a shock test in accordance with MIL-S-901D or by submittal of a shock extension calculation package that is approved by Navy shock experts.

3.6.3 Vibration. The PLC shall be resistant to vibration conditions specified for type 1 equipment in MIL-STD-167-1.

3.6.4 Inclined Operation. The PLC shall meet all the performance requirements specified herein when permanently inclined to 15 degrees in any direction.

3.6.5 Electromagnetic Interference. The PLC system shall meet EMI requirements when tested in accordance with MIL-STD-461, Revision E, (dated 20 August 1999) for Surface Ship, Below Deck, Metallic Hull Installations.

3.7 Technical Data. The contractor shall provide technical data in accordance with the data ordering documents included in the contract.

3.7.1 Drawings, engineering and associated lists. All engineering drawings prepared for the manufacturing, production, installation, operation, maintenance and repair of the PLC by contract or purchase order shall be subject to the quality assurance provisions in Section D. The drawings and the technical and engineering data thereon will be reviewed by the procuring activity.

3.7.2 Technical Manuals. Technical manuals will be provided by the vendor.

3.7.2.1 Quantitative maintenance data. Manuals shall provide adequate quantitative maintenance data.

3.7.2.2 Copies packed with individual controllers. Two copies of the technical manual shall be packed and delivered with each PLC.

3.8 Workmanship PLC units shall be constructed, assembled, and finished to assure quality equipment and neat appearance that is free from imperfections that will affect durability, operability, serviceability, and safety. The metal edges of the units shall be free from fins, burrs, and sharp or rough edges.

3.9 Maintainability. The PLC shall be such that all maintenance, both corrective and preventive, can be accomplished at the organizational level with no outside assistance. Personnel with no formal equipment training shall be able to accomplish preventive and corrective maintenance. The CPU module in the PLC should have a removable e-prom with the operating program on it. New CPUs should automatically download the program from the e-prom upon startup after a replacement.

4.0 Quality Conformance Inspection. The quality conformance inspection shall be conducted as follows and shall be performed by the contractor on each production unit PLC. The contractor may designate order of tests.

4.1 Visual and Dimensional Inspection. See 3.2.1

4.2 Performance Test. See 3.2.2

5.0 NOTES.

Intended use. PLCs covered by this specification are intended for general shipboard use on Dresser-Rand non-lubricated, 5-stage High Pressure Air Compressors aboard US Navy ships.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Packaging shall be in accordance with ASTM 3951.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies --Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
ANSI/ISO/ASQC	Q9001	or equal	
ANSI/ISO/ASQC	Q9002	or equal	

Offeror needs to identify quality inspection system.

(End of clause)

QUALITY ASSURANCE PROVISIONS**General inspection requirements.**

1. General provisions for inspection. Inspection as used herein shall be understood to mean the examination and testing, as applicable, of materials, fabricated components, the manufacturing processes, and the completed PLCs thereof, to determine and ensure conformance to the specifications set forth in the contract or purchase order.

1.1 Responsibility for inspection. Unless otherwise specified in the contract or purchase order, the contractor shall be responsible for the performance of all inspection requirements (examinations and tests) specified herein. The Government reserves the right to perform any of the inspections set forth in this specification where such inspections are deemed necessary to ensure supplies and services conform to the prescribed requirements.

1.2 Responsibility for compliance. All items shall meet all requirements of section 3. The absence of any inspection requirements in this specification shall not relieve the contractor of the responsibility of ensuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract.

1.3 Government participation. The contractor shall notify the procuring activity at least ten working days prior to commencement of first article tests. The Government reserves the right to witness the First Article tests to be performed by the contractor.

2. Inspection system. The contractor must possess a quality or inspection system that conforms to the requirements of a higher-level quality or inspection program, such as ANSI/ISO/ASQC Q9001 or Q9002.

Classification of inspections. The inspection requirements specified herein are classified as follows.

- (a) First article inspection (see 3.3).
- (b) Quality conformance inspection (see 4.0)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEMS 0001 and 0002

First Article Test unders Items 0001and 0002 are required sixty (60) days after day of award.

ITEMS 0003 through 0007

Programmable Logic Controllers (PLC) under Items 0003 through 0007 are required sixty (60) days after the issuance of delivery orders.

ITEM 0008

Technical Reports. Technical reports and conclusions reflecting the work accomplished set forth in Section C if this contract will be prepared and delivered to the Government when and in the form required by the Technical Point of Contact (TPOC) in accordance with the DD Form 1423.

Final Delivery. The final report will be no later than sixty (60) days after completion of performance.

ITEM 0009

Software Code under Item 0009 is required is required one hundred and eighty (180) days after date of contract.

PLACE OF DELIVERY: DESTINATION

Naval Station Norfolk, Norfolk, VA 23505; Naval Station San Diego, San Diego, CA and Naval Surface Warfare Center, Philadelphia, PA.

Place of delivery will be cited on the individual delivery order.

DELIVERY OF DATA

The technical data shall be furnished as called out in the DD Form 1423 (Contract Data Requirements List) which is Attachment J.1 to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

DURATION OF CONTRACT PERIOD

The resultant contract will be for five (5) years from date of award with no options. The ordering period will be effect from date of award and ending fifty-four (54) months thereafter award. The performance period of will be in effect for sixty (60) months after date of award.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer may be considered nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.

(B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.

(E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003

52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002

Requests for Equitable Adjustment

MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test 1 unit(s) of Items 0001 and 0002 as specified in this contract. At least ten (10) working days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within one hundred and twenty (120) calendar days from the date of this contract to Naval Surface Warfare Center, Carderock Division, Philadelphia, ATTN: (Point of Contact will be provided at time of award), 5001 South Broad Street, Philadelphia, PA 19112-1403 marked "FIRST ARTICLE TEST REPORT: Contract No. (will be given at time of award), Item Nos. 0001 and 0002" Within sixty (60) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: excell

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **fifty-four months**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$6,000,000.00**;

(2) Any order for a combination of items in excess of **\$6,000,000.00**; or

(3) A series of orders from the same ordering office within **thirty (30)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **sixty (60) months**.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective

bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR CLAUSES: <http://www.arnet.gov/far>

DFARS CLAUSES: <http://www.acq.osd.mil/dp/dars>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(End of clause)

CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

(a) Date of order

(b) Contract number and order number.

(c) Item number and description, quantity ordered, unit price and contract price.

(d) Delivery or performance date.

(e) Place of delivery or performing (including consignee).

(f) Packaging, packing, and shipping instructions if any required.

(g) Accounting and appropriation data.

(h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Robert Colot

ADDRESS 5001 South Broad Street, Building 4

TELEPHONE 215-897-7060

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Attachment Number	Title	No. of Pages
J.1	Contract Data Requirements List DD Form 1423	4

DD Form 1423-2, JUN 90
1059/183

Page of Pages

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)												Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing contracting Officer for the Contract/PR No. Listed in Block E.													
A. CONTRACT LINE ITEM NO. 0001 and 0002				B. EXHIBIT A		C. CATEGORY: <div style="display: flex; justify-content: space-around; font-size: 0.8em;"> TDP TM OTHER </div>							
D. SYSTEM/ITEM High Pressure Air Compressor Programmable Logic Controller				E. CONTRACT/PR NO.				F. CONTRACTOR					
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Copy of Technical Manual		3. SUBTITLE				17. PRICE GROUP					
4. AUTHORITY (Date Acquisition Document No.) TMCN-NDMS-920264-000				5. CONTRACTING REFERENCE Pur. Spec Para 3.7.2				6. REQUIRING OFFICE see blk 16					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED D		10. FREQUENCY One-Time		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE A		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES					
16. REMARKS: Blocks 6 & 14. Naval Surface Warfare Center, Carderock Division Ship System Engineering Station, 5001 South Broad Street, Code 9214, Philadelphia PA 19112-1403. Blocks 8, 12 and 13. Submit for Government approval 180 days after contract award. The Government has 45 days to approve or disapprove submitted draft for technical content and format. Block 11: 300 days ADC with First Article Testing 240 days ADC with waiver of First Article Testing		15. TOTAL		1		0		18. ESTIMATED TOTAL PRICE					
A006 Engineering Data for Provisioning DI-LSS-81285				5. CONTRACTING REFERENCE Pur. Spec para 3.7.1				6. REQUIRING OFFICE see blk 16					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED D		10. FREQUENCY One-Time		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES					
Block 6 & 14. Naval Surface Warfare Center, Carderock Division Ship System Engineering Station, 5001 South Broad Street, Code 926, Philadelphia PA. 19112-1403. Block 8, 12 and 13. Submit draft for government approval 60 days after DAC. award. The government has 30 days to approve or disapprove submitted draft for technical content and format. Approval copy of new/ revised draft shall be submitted no later than 30 days after government disapproval has been issued. Block 4 ; Replace paragraph 10.2 and 10.2.1 with the following: "10.2 Content. PTD shall be provided to the Government using ICAPS software. Data for all items, which would be covered by the Provisioning Parts List as defined in 10.3.1 shall be included. Each item shall have the following data fields compiled as a minimum: a. Reference number b. Commercial and Government Entity Code c. Item Name d. Point of Issue e. Provisioning Contract Control Number f. Provisioning List Item Sequence Number g. Quantity per end item h. Quantity per assembly i. Source, Maintenance and Recovery Code j. Military Essentiality Code Note: Depending upon the data entered in the above fields, ICAPS software may require additional fields to be completed prior to processing. The additional files are required to be completed prior to submission to the government. Delete "in accordance with single" from 10.3 Delete 10.4 Block 12: Submit draft for Government in accordance with a schedule agreed upon at a provisioning conference. Block 14: Reproducible PTD shall be submitted using ICAPS software. Block 11: 300 days ADC with First Article Testing 240 days ADC with waiver of First Article Testing		15. TOTAL		1		0		18. ESTIMATED TOTAL PRICE					
G. PREPARED BY:				H. DATE		I. APPROVED BY				J. DATE			

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>												Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.													
A. CONTRACT LINE ITEM NO. 0001, 0002 and 0009				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER							
D. SYSTEM/ITEM High Pressure Air Compressor Programmable Logic Controller				E. CONTRACT/PR NO.				F. CONTRACTOR					
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM Computer Program and End Item description										3. SUBTITLE	
4. AUTHORITY (Date Acquisition Document No.) DD-IPSC-80590A				5. CONTRACTING REFERENCE Pur. Spec Para 3.5.7				6. REQUIRING OFFICE see blk 16				17. PRICE GROUP 18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED D		10. FREQUENCY One-Time		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE A				11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
										Final Drafts Rag Repro			
16. REMARKS: Block 4: The program shall be IAW para 3.5.7 of the specification. Blocks 6 & 14: Naval Surface Warfare Center, Carderock Division Ship System Engineering Station, 5001 South Broad Street, Code 926, Philadelphia PA 19112-1403. Blocks 8, 12 and 13. Submit for Government approval 180 days after contract award. The Government has 45 days to approve or disapprove submitted draft for technical content and format.								See Block 16		1		0	
								15. TOTAL		1		0	
G. PREPARED BY:				H. DATE				I. APPROVED BY					

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334514.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be rated order DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

(End of clause)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

 (Line Item Number Country of Origin)

 (Country of Origin)

(3) The following end products are other foreign end products:

 (Line Item Number)

 (Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (APR 2006)

(a) The DoD Electronic Document Access (EDA) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. EDA is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor will be sent a notification email when a contractual document has been uploaded for distribution. The contractor will be required to register as a vendor on the EDA web site (<http://eda.ogden.disa.mil>) in order to view/download their company's contractual documents. The files posted are in .pdf format and may be accessed using Adobe Acrobat Reader. Adobe Acrobat Reader is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-16	Facilities Capital Cost of Money	JUN 2003
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
252.217-7026	Identification of Sources of Supply	NOV 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE II (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price, indefinite-delivery indefinite-quantity contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (c) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Naval Surface Warfare Center, Carderock Division, Attn: Robert Colot, 5001 South Broad Street, Building 4, Philadelphia, PA 19112-1403.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR CLAUSES: <http://www.arnet.gov/far>

DFARS CLAUSES: <http://www.acq.osd.mil/dp/dars>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(End of provision)

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUN 2006) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	1
Cost Proposal	1	1

The “originals” shall be clearly identified as the “ORIGINAL”, and bear the original signature(s) of the offeror. The “copies” shall be complete and clearly identified as “COPY” or “DUPLICATE”.

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on compact disk (in addition to the hard copy requirements stated above). It is requested that spreadsheet files be compatible with Microsoft Windows 2000 Professional, Microsoft Office Excel 2003. The submission of spreadsheet files on compact disk in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

(2) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

Material Costs:

Information: provide a detailed listing of material to be procured, rationale for the selection of the subcontract and associated costs (quantity, unit price and extended price). For materials that cost \$2,500 demonstrate that the cost is fair and reasonable (i.e. competition, market price and etc.)

Direct Labor Costs:

(1) Information including the labor hours, labor category, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories.. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this

support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

Price/cost evaluation to determine fair and reasonable.